

CHALLENGE PARTNERSHIP AGREEMENT

between
THE DEPARTMENT OF THE ARMY
and
ARKANSAS GAME & FISH COMMISSION
and
FIRST ELECTRIC COOPERATIVE
and
COMMUNITY WATER SYSTEM
and
CITY OF GREERS FERRY, ARKANSAS
and
GREERS FERRY AREA CHAMBER OF COMMERCE
and
GREERS FERRY LAKE BASSMASTERS

This agreement between the Department of the Army represented by the District Engineer, U. S. Army Corps of Engineers, Little Rock District (hereinafter the "Government"), and those entities identified above (hereinafter the "Partners")

The purpose of this partnership agreement is to provide and construct a pre-engineered, clear-span metal building complete with fish life support and fishing tournament equipment; construct roads, parking areas and tournament boat landing area, and provide for long-term operation and maintenance of the facility at Devils Fork Park, Greers Ferry Lake. The total estimated cost of the facility to the US Army Corps of Engineers and partners listed herein amount to \$149,000.

Witnesseth, that:

Whereas, the Government manages lands and waters of Greers Ferry Lake which includes recreational and competitive fishing opportunities for the public, and

Whereas, the public has created a demand for a tournament fish life support/weigh-in facility in the City of Greers Ferry area, and

Whereas, the Government and the Partners recognize there are significant benefits to provide this facility, and

Whereas, it is mutually beneficial to the Government and the Partners to work cooperatively to make these necessary improvements, and

Whereas, the Partners have voluntarily agreed to make contributions, either financial or work-in-kind, for construction and operation of the facility, and

Whereas, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (October 31, 1998), authorizes the Secretary of the Army to accept contributions from the Partners and apply those contributions to the Project, and

Whereas, the Government and the Partners have the full authority and capability to perform as hereinafter set forth and intend to cooperate in financing and partnering in accordance with the terms of this agreement;

Now therefore, the Government and Partners agree as follows:

Article I – Definitions and General Provisions

For purposes of this agreement:

- a. The term “Project” shall mean purchase and erection of a pre-engineered, clear-span metal building, equipping facility with fish life support and tournament equipment, and long-term operation and maintenance of the facility. Also included are roads, parking areas and tournament boat landing area.
- b. The term “total project costs” shall mean all costs incurred by the Government and the Partners directly related to the completion of the Project.
- c. This agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, and individuals.
- d. All donated property, facilities and improvements placed on Government land as well as any work accomplished under this agreement shall become the property of the Government.

Article II – Obligations of the Parties

- a. The Government, subject to and using funds appropriated by the Congress of the United States, and with the assistance of the Partners, shall expeditiously construct the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations and policies. The award of contracts, modifications or change orders and performance of all work on the Project, whether the work is performed under contract or by personnel of the Partners, shall be exclusively within the control of the Government.
- b. The Government shall provide the pre-engineered metal building as well as other materials and supplies as outlined in the attached appendix titled “Financial Worksheet of Estimated Project Costs”.
- c. The Partners shall provide equipment, labor, materials and supplies as outlined in the attached appendix titled “Financial Worksheet of Estimated Project Costs”.
- d. The Government shall perform final accounting to determine the contributions provided by all parties to this agreement and to determine whether each has met its obligations under paragraphs b. and c. of this Article.

- e. No Federal funds may be used to meet the Partner's total project costs under this Agreement.

Article III – Method of Payment

The Government shall maintain current records of contributions provided by the Partners and provide each Partner a report setting forth all contributions provided by each party upon completion of the project. Payment for the materials as detailed in the attached "Financial Worksheet of Estimated Project Costs" shall be the responsibility of the respective party. A copy of all receipts showing payments associated with the project shall be provided to the Government to determine total project costs. Total project costs are estimated to be \$149,000. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government or the Partners.

Article IV – Dispute Resolution

As a condition precedent to any of the parties bringing any suit for breach of the Agreement, that party must first notify the other partner(s) in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party. The parties shall each divide all costs paid to the third party equally for any and all costs for services provided by such third party as such costs are incurred. The existence of a dispute shall not excuse any party from performance pursuant to this agreement.

Article V – Federal and State Laws

In exercise of the respective rights and obligations under this Agreement, the Government and the Partners agree to comply with all applicable Federal and State laws and regulations, including but not limited to the following: Section 601 of the Title VI of the Civil Rights Act of 1964; Public Law 88-352; Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title #2, Code of Federal Regulations; and Army Regulation 600.7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

Article VI – Relationship of the Parties

- a. In exercise of their respective rights and obligations under this Agreement, the Government and the Partners act in an independent capacity, and none are to be considered the officer, agent, or employee of any other.
- b. In the exercise of its rights and obligations under this Agreement, no party shall provide, without the consent of the other parties, any contractor with a release that waives or purports to waive any rights either of the other parties may have to seek for relief or redress against such other party may have, or for violation of any law.

Article VII – Officials not to Benefit

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

Article VIII – Indemnification

The Partners shall hold and save the Government free from all damages, including damages to Government-supplied materials and equipment made available for the Partners use beyond normal wear and tear, arising from services the Partner perform or provide for in the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

Article IX – Termination or Suspension

- a. If at any time either of the Partners individually or mutually fails to fulfill their obligations under this Agreement, the Government shall terminate this Agreement or suspend future performance under this Agreement unless they determine that continuation of work on the Project is in the best interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.
- b. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Partners, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Partner(s) elect to terminate this Agreement.
- c. In the event that any party elects to terminate this Agreement pursuant to this Article, or Article II of this agreement, all parties shall conclude their activity in relation to the Project.
- d. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall relieve the parties of liability for any obligation previously incurred.

Article X

The initiation of this Project is dependent upon the completion of an Environmental Assessment as required by law. If the Assessment does not result in a Finding of No Significant Impact, this Agreement will be terminated immediately.

Article XI – Notices

- a. Any notice, request, demand or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or by telegram, or mailed either by first-class, registered, or certified mail, as follows:

If to the Partner: Arkansas Game and Fish Commission
2 Natural Resources Drive
Little Rock, Arkansas 72205

First Electric Cooperative
P. O. Box 1508
Heber Springs, Arkansas 72543

Community Water System
299 Lakeshore Drive
Greers Ferry, Arkansas 72067

City of Greers Ferry
P. O. Box 1355
Greers Ferry, Arkansas 72067

Greers Ferry Area Chamber of Commerce
P. O. Box 1534
Greers Ferry, Arkansas 72067

Greers Ferry Lake Bassmasters
9081 Hwy 38
Ward, Arkansas 72176

If to the Government: U. S. Army Corps of Engineers
Greers Ferry Project Office
P. O. Box 1088
Heber Springs, Arkansas 72543

- b. A party may change the address to which such communications are to be directed by giving written notice to the other parties in the manner provided in this Article.

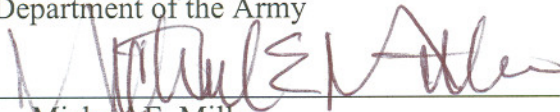
- c. Any notice, request, demand or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

Article XII – Confidentiality

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Little Rock District.

The Department of the Army

By: 
Michael E. Miller
Chief, Operations Division, SWL


Date: 8-31-05

Arkansas Game & Fish Commission

By: 
Scott Henderson
Director, Arkansas Game & Fish Commission


Date: 9-2-05

First Electric Cooperative

By: 
Todd Schroeder
District Manager, First Electric Cooperative


Date: 8/29/2005

Community Water System

By: 
Tim Shaw,
General Manager, Community Water System

Date: 8/29/2005

City of Greers Ferry, Arkansas

By: 
Bob Paschall
Mayor, City of Greers Ferry

Date: 8-29-05

Greers Ferry Area Chamber of Commerce

By: 
Dave Blasingim
President, GFACoC

Date: 8/29/05

Greers Ferry Lake Bassmasters

By: 
Mark Ferren
President, Greers Ferry Lake Bassmasters

Date: 8/30/05

Appendix to Challenge Partnership Agreement

Financial Worksheet of Estimated Project Costs

Project Address: Greers Ferry Project Office
P. O. Box 1088
Heber Springs, Arkansas 72543
501-362-2416

Contact Person: Sean Harper

Work Project Title: Devils Fork Tournament Fish Life Support Facility

Proposed Date of Work: FY05 and 06

Description of Work: Purchase and erection of pre-engineered, clear-span metal building; equip building with fish life support and tournament equipment; construct roads, parking areas and tournament boat landing area; long-term operation and maintenance of the facility;

Distribution of Project Costs

	Work-in-Kind	Materials/Supplies	Total Contribution
Corps of Engineers		\$55,000	\$55,000
AG&FC	\$69,000		\$69,000
First Electric	\$2,200	\$300	\$2,500
Community Water	\$3,000	\$500	\$3,500
City of Greers Ferry	\$2,000		\$2,000
GF Chamber	\$2,000		\$2,000
Bass Clubs	\$12,000	\$3,000	\$15,000
Totals	\$90,200	\$58,800	\$149,000

Appendix to Challenge Partnership Agreement

Financial Worksheet of Estimated Cost

Project Address: Greer's Ferry Project Office
P.O. Box 1088
Heber Springs, Arkansas 72543
501-362-2416

Contact Person: Sean Harper

Work Project Title: Devils Fork Tournament Fish Life Support Facility

Proposed Date of Work: FY05 and 06

Description of Work: Purchase and erection of pre-engineered, clear-span metal building; equip with fish life support and tournament equipment; construct roads, parking areas and tournament boat landing area; long-operation and maintenance of the facility.

	Corps	Partner	Total
Materials/ Supplies	\$55,000	\$3,800	\$58,800
Work In-Kind		\$90,200	\$90,200
Total	\$55,000	\$94,000	\$149,000
Share of Total Cost	37%	63%	100%